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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAMUEL F. ALAMILLA, individually and on behalf of all others similarly situated, Plaintiff, v. HAIN CELESTIAL GROUP, INC., ZSBPW LLC, and BLUEPRINT WHOLESALE LLC, Defendants.	Case No. ____________________ **CLASS ACTION COMPLAINT** **JURY TRIAL DEMANDED**

Plaintiff Samuel Alamilla ("Plaintiff") brings this action on behalf of himself and all others similarly situated against the Hain Celestial Group, Inc. ("Hain Celestial"), BluePrint Wholesale LLC ("BluePrint"), and ZSBPW LLC (collectively, "Defendants"). Plaintiff makes the following allegations based upon information and belief, except as to the allegations specifically pertaining to himself, which are based on personal knowledge.

NATURE OF THE ACTION

1. This is a class action lawsuit related to Defendants' false claims that their fruit and vegetable juice products, BluePrintJuice[1] and BluePrintCleanse (the "Juice Products"), are "Unpasteurized" and "100% Raw." Defendants' Juice Products are neither unpasteurized nor raw, as they undergo a treatment process known as High Pressure Processing (also known as High Pressure Pasteurization or High Pressure Pascalization) ("HPP"), which neutralizes the benefits of the live enzymes, probiotics, vitamins, proteins, and nutrients that would otherwise be retained in a raw and unpasteurized juice. Defendants misrepresent their Juice Products as "100% Raw," "Raw And Organic," and "Unpasteurized"[2] in an effort to appeal to health-conscious, raw-juice-drinking consumers. By doing so, they are able to charge a significant price premium – roughly double the price of similarly sized, but properly labeled, HPP-treated juice products.

2. Raw juices are a specific category of fruit and vegetable juices that are extracted in a manner designed to retain as many nutrients and live enzymes as possible. Because raw juices are unpasteurized and untreated, they must be consumed within days of their production. This short lifespan, in conjunction with the premium ingredients, makes raw juice quite expensive. Nonetheless, more and more consumers specifically seek out and pay the premium for raw juice because of the health benefits that live enzymes, probiotics, nutrients, and vitamins offer over conventional, pasteurized juice.

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[1] Defendants currently offer six BluePrint Juices: (i) Gold (pineapple, apple, mint); (ii) Green (kale, apple, ginger, romaine, spinach, cucumber, celery, parsley, lemon); (iii) Red (apple, carrot, beet, lemon, ginger); (iv) Yellow (lemon, water, cayenne, agave); (v) Yellow 2 (lime, ginger, lemon, agave); and (vi) White (cashew, water, vanilla, cinnamon, agave).

[2] Unlike the other Juice Products, the "White Juice" does not represent that it is "Unpasteurized." The bottle does, however, represent that it is "100% Raw" and "Raw And Organic."

3. Defendants label and advertise the Juice Products as (a) "100% Raw," (b) "Unpasteurized," and (c) "Raw And Organic" (hereafter, together with the representations discussed below, the "Express Warranties" or the "Misrepresentations"). Moreover, the labeling and advertising represents that the Juice Products are "Never Heated," and expressly states that "BluePrint uses pressure instead of heat to keep our beverages fresh, raw and safe. We don't cook juice!" Finally, the label contains a "Manifreshto®" which lays out four "simple rules [Defendants] . . . live by," one of which is "Juice should never be cooked. Cooking juice kills vitamins and live enzymes. Even 'flash' pasteurized means cooked."

4. Each of Defendants' Misrepresentations is false and misleading. The Juice Products are neither "Unpasteurized" nor "100% Raw." The effects of HPP on the Juice Products are identical to those of traditional pasteurization – inactivated enzymes, inactivated probiotics, altered physical properties of the product, and denatured proteins, among other undesirable qualities. As a result of Defendants' use of HPP, their Juice Products are nothing more than run-of-the-mill, pasteurized juices, and fail to provide the same nutrients, enzymes, and vitamins that the products have prior to being subjected to HPP. This results in juices that purport to be "100% Raw" and "Unpasteurized," yet lack the characteristics and qualities traditionally associated with such products.

5. Due in part to their false belief that Defendants' Juice Products were "100% Raw" and "Unpasteurized," consumers were willing to pay a premium of $5 to $7 more per bottle for Defendants' Juice Products over properly-labeled pasteurized juices.

6. Defendants would not be able to charge a premium for their Juice Products without their false and misleading representations about the nature of the products.

7. Plaintiff seeks relief in this action individually, and on behalf of a nationwide class of purchasers of the Juice Products for violation of the Magnuson Moss Warranty Act, breach of express warranty, breach of the implied warranty of merchantability, unjust enrichment, violation of California's Consumers Legal Remedies Act, violation of California's Unfair Competition Law, and violation of California's False Advertising Law.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over this civil action pursuant to 28 U.S.C. § 1331 (federal question). This Court has supplemental jurisdiction over state law claims pursuant to 28 U.S.C. § 1367.

9. This Court also has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because there are more than 100 class members and the aggregate amount in controversy exceeds $5,000,000.00, exclusive of interest, fees, and costs, and Plaintiff, as well as most members of the proposed class are citizens of states different from the states of at least one of the Defendants. In 2012, Defendants had revenues of $20,000,000. According to Hain Celestial's CEO Irwin Simon, revenues are expected to grow to $50,000,000 in 2013.[3]

10. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business within California, such that Defendants have significant, continuous, and pervasive contacts with the State of California.

11. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the challenged mislabeling, misbranding, and marketing practices have been disseminated and committed in this District and because Defendants are subject to personal jurisdiction in this District.

THE PARTIES

12. Plaintiff Samuel Francisco Alamilla is a citizen of California, residing in Santa Rosa, California. During the class period, Plaintiff Alamilla purchased a 16-ounce bottle of Defendants' Juice Product for approximately $9.99 per bottle from a store in Sonoma County for his personal consumption. Specifically, on November 15, 2013, Plaintiff Alamilla purchased "Red Juice" for $9.99. Prior to his purchase of the Juice Product, Mr. Alamilla reviewed the product's website, packaging, and labeling. The container he purchased represented that Defendants' Juice Products were "100% Raw" and "Raw And Organic." The container also included a "Manifreshto," which provides "Juice should never be cooked. Cooking juice kills vitamins and live enzymes. Even 'flash' pasteurized means cooked." Plaintiff Alamilla saw these

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[3] *See* http://www.forbes.com/sites/clareoconnor/2013/07/24/juiced-up-inside-3-5-billion-organic-giant-hain-celestial-whole-foods-biggest-supplier/.

representations prior to and at the time of purchase, and understood them as representations and warranties that the Juice Product he purchased was, in fact, 100% raw and unpasteurized. He relied on these representations and warranties in deciding to purchase the Juice Product at a premium price. Accordingly, these representations and warranties were part of the basis of the bargain, in that he would not have purchased the Juice Product had he known that the Juice Product was, in fact, neither 100% Raw nor unpasteurized. In reliance on these representations and warranties, he paid a tangible increased cost for the Juice Product, which was worth less than represented because the Juice Product was, in fact, equivalent to pasteurized juices. He also understood that in making the sale, his grocery store was acting with the knowledge and approval of the Defendants and/or as the agent of the Defendants. He further understood that the purchase involved a direct transaction between himself and Defendants, because the purchase came with Defendants' representations and warranties that the Juice Product was, in fact, 100% Raw and unpasteurized.

13. Defendant Hain Celestial Group, Inc. is a Delaware corporation with its global headquarters at 1111 Marcus Avenue, Lake Success, New York 11042. Hain Celestial is a publicly traded company currently registered on the NASDAQ Global Select Market. It is a leading natural and organic food and personal care products company that operates in North America and Europe. Hain Celestial's net sales in 2012 were $1.378 billion. In 2012, Hain Celestial acquired BluePrint and controls it as a wholly-owned subsidiary.

14. Defendant BluePrintWholesale LLC is a New York limited liability company headquartered in Long Island City, New York 11101.

15. Defendant ZSBPW LLC is a New York limited liability company headquartered at 135 W. 29th Street, New York, New York 10001.

16. Defendants market and sell their Juice Products widely throughout California, New York, and other states. Defendants have manufactured, marketed, and sold the Juice Products using the deceptive, false, and misleading claims described herein since at least 2012. Plaintiff reserves his rights to amend this Complaint to add different or additional defendants, including without limitation any officer, director, employee, supplier, or distributor of Defendants who has

knowingly and willfully aided, abetted, or conspired in the false and deceptive conduct alleged herein.

FACTS COMMON TO ALL CAUSES OF ACTION

A. The Raw Food Movement

17. Raw foodism is a relatively new diet movement known for its health benefits. The movement focuses on the consumption of foods with living enzymes, probiotics, and nutrients in order to help humans fully digest food without relying on their own digestive enzymes.

18. As the name suggests, consumption of "raw" foods is vital to the raw food movement. "Raw" foods are usually organic foods that are unprocessed, uncooked, and not decontaminated in order to maintain the presence of enzymes, probiotics, and other qualities in their original state. Raw foods are favored over otherwise denatured or processed food for two reasons. First, the treatment process destroys or alters many of the enzymes, nutrients, and vitamins found in food. Second, raw foodists believe that foods without a significant amount of active enzymes take longer to digest and thus clog up the digestive system and arteries with partially digested fats, proteins, and carbohydrates.

19. "Raw" foods and juices cannot be pasteurized. This is because pasteurization preserves and sterilizes by substantially reducing the live, active enzymes that are the essence of raw foods. Accordingly, truly "Unpasteurized" and "100% Raw" products typically have a shelf life of five days or less. As a result of their short shelf life and production costs, to be commercially viable, these juices sell for a substantial premium compared to the average 100% pasteurized juices.

20. To capture part of the ever-growing market for raw juice products, Defendants prominently label and market the Juice Products as "Unpasteurized," "100% Raw," and "Raw And Organic." In fact, every side of the Defendants' labeling and packaging includes a Misrepresentation that the product is raw or unpasteurized. In doing so, they are able to charge a substantial amount – upwards of $10 for 16 ounces – for their Juice Products.[4] Surprisingly,

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[4] "New technologies such as HP[P] can allow producers to create new markets not possible with old technologies and such benefits are only now being explored. Consumers are generally willing to pay more for greater perceived value." Eammon Hogan, Alan L.

Defendants' Juice Products, unlike other raw and unpasteurized juices on the market, have a considerably longer shelf life of about 30 days. This remarkable (for the industry) shelf life is because Defendants use HPP to treat their Juice Products. Defendants have admittedly used HPP to extend the shelf-life of their Juice Products since at least March 2012.

B. The Effect of HPP

21. This artificial extension of the lifespan of the Juice Products violates the fundamental principles underlying the raw food movement, consumers' expectations, and industry standards. Without such manipulation, Defendants' Juice Products would be, like all truly raw and unpasteurized juices, extremely vulnerable to spoliation and degradation. However, such stability and longevity comes at a price.

22. A direct and unavoidable result of the use of HPP is the destruction of the enzymes, nutrients, probiotics, and minerals that, but for HPP, would be found in the Juice Products. As such, the Juice Products being sold to consumers have less nutritional value and corresponding health benefits than otherwise non-HPP-treated and unpasteurized juices that are truly 100% Raw.

23. HPP is an alternative to traditional, thermal pasteurization of food that decontaminates and preserves food products through the use of high pressure. HPP has a detrimental effect on food and juice products. Specifically, the HPP process "may inactivate enzymes and or alter the physical properties of the food material (e.g., denature structural proteins or densify texture)."[5] Furthermore, HPP "may also cause greater levels of protein denaturation and other potential detrimental changes in food quality that could affect the appearance of and texture of food, compared to the unprocessed product."[6] As such, it is undeniable that HPP-treated foods are not identical pre- and post-treatment. Consequently, foods that are HPP-treated cannot be considered raw or unpasteurized.

Kelly, & Da-Wen Sun, High Pressure Processing of Foods: An Overview in Effect of High Pressure of Food Quality, 25 (2005).

[5] Margaret F. Paterson, Mark Linton & Christopher J. Donna, Introduction to High Pressure Processing of Food in High Pressure Processing of Food, 3 (2007).

[6] Eammon Hogan, Alan L. Kelly, & Da-Wen Sun, High Pressure Processing of Foods: An Overview in Effect of High Pressure of Food Quality, 16 (2005).

C. Defendants' False & Misleading Packaging and Labeling

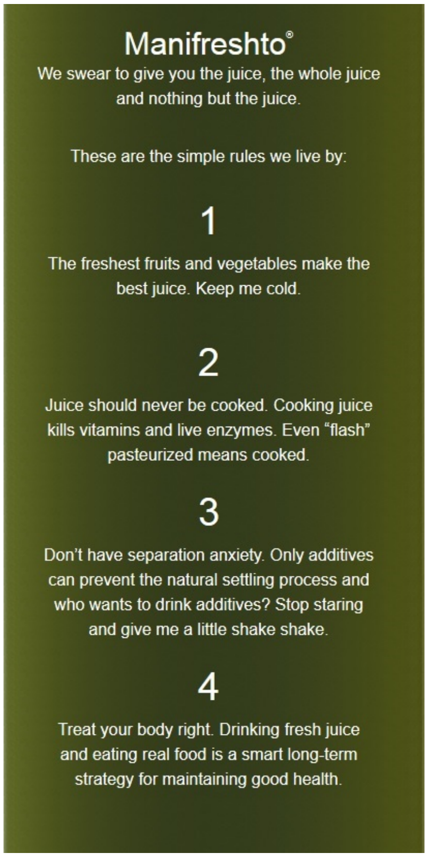
24. Defendants represent on the front of each label (excluding the "White Juice" variety) that the Juice Products are "Unpasteurized Juice Beverage[s]:"

We Think. You Drink.®
BluePrintJuice®
From the makers of BluePrintCleanse®
New!
kale apple ginger romaine spinach cucumber celery parsley lemon
pineapple apple mint
beet apple carrot lemon ginger
lemon cayenne agave
cashew vanilla cinnamon agave
lime ginger lemon agave

This is false and misleading because Defendants use the HPP treatment process in the production of the Juice Products. As discussed above, in the course of sterilizing and extending the shelf life of the Juice Products, HPP also causes the destruction of desirable enzymes, probiotics, nutrients, and vitamins contained in the juices.

25. Defendants state on the side of each bottle that the Juice Products are "Never Heated" and then go on to explain that "BluePrint uses pressure instead of heat to keep our beverages fresh, raw and safe. We don't cook juice!" This is deceptive and misleading because Defendants fail to disclose that the use of HPP results in the destruction of valuable and desirable enzymes, nutrients, and vitamins that a reasonable consumer expects to find in a juice marketed as "100% Raw" and "Unpasteurized."

26. Additionally, Defendants include their "Manifreshto®" on another side of the bottle. In particular, Defendants attest that they live by the rule that "Juice should never be cooked. Cooking juice kills vitamins and live enzymes. Even 'flash' pasteurized means cooked." When looked at in context of the bottle, this too is misleading and deceptive. Indeed, this bolsters Defendants' misrepresentation that the Juice Products are unpasteurized because it implies that Defendants avoid methods that destroy the nutritional benefits of raw juices. However, in context of the bottle as a whole, this is misleading because Defendants omit the fact that HPP, like cooking juice, also "kills vitamins and live enzymes."


Manifreshto®
We swear to give you the juice, the whole juice and nothing but the juice.
These are the simple rules we live by:
1
The freshest fruits and vegetables make the best juice. Keep me cold.
2
Juice should never be cooked. Cooking juice kills vitamins and live enzymes. Even "flash" pasteurized means cooked.
3
Don't have separation anxiety. Only additives can prevent the natural settling process and who wants to drink additives? Stop staring and give me a little shake shake.
4
Treat your body right. Drinking fresh juice and eating real food is a smart long-term strategy for maintaining good health.

27. Defendants also use the phrases "100% Raw" and "Raw And Organic" in the labeling and packaging of the Juice Products. The use of both of these terms in connection with the Juice Products is false and misleading. Juice is 100% Raw only if it contains *all* of the same enzymes, nutrients, probiotics, vitamins, and minerals as the fruits and vegetables had prior to being juiced. However, that is not the case with the Juice Products. Once subjected to HPP, some

of the enzymes, nutrients, vitamins, probiotics, and minerals contained in the pre-HPP Juice Products are no longer present. In fact, Defendants have admitted that HPP has an impact "on the structure of the components responsible for nutrition and flavor."[7] As such, Defendants cannot truthfully market the Juice Products as "100% Raw" when, in reality, the pre-HPP and post-HPP juices are not identical.

28. Defendants state on the side of the bottle that the Juice Products are "Never Heated" and then go on to explain that "BluePrint uses pressure instead of heat to keep our beverages fresh, raw and safe. We don't cook juice!" This representation is also deceptive and misleading because Defendants fail to disclose that the use of HPP results in the destruction of valuable and desirable enzymes, nutrients, probiotics, and vitamins that a reasonable consumer expects to find in a juice marketed as "100% Raw" and "Unpasteurized."

CLASS ACTION ALLEGATIONS

29. Plaintiff Alamilla seeks to represent a class defined as all persons in the United States who purchased the Juice Products for personal or household use, excluding those who purchased the Juice Products for resale (hereafter, the "Class").

30. Plaintiff Alamilla also seeks to represent a subclass defined as all members of the Class who purchased Juice Products within the State of California (the "California Subclass").

31. Members of the Class and Subclass are so numerous that their individual joinder herein is impracticable. On information and belief, members of the Class and the California Subclass number in the millions. The precise number of Class and Subclass members and their identities are unknown to Plaintiff at this time but may be determined through discovery of Defendants' records. Class members may be notified of the pendency of this action by mail, email, and/or publication through the distribution records of Defendants and third party retailers and vendors.

32. Common questions of law and fact exist as to all Class members and predominate over questions affecting only individual Class members. These common legal and factual questions include, but are not limited to:

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[7] *See* http://www.blueprintjuice.com/hpp.

a. Whether Defendants violated the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.*;

b. Whether Defendants breached an express warranty made to Plaintiff and the Class;

c. Whether Defendants breached an implied warranty made to Plaintiff and the Class;

d. Whether Defendants were unjustly enriched by their conduct;

e. Whether Defendants advertised or marketed the Juice Products in a way that was false or misleading;

f. Whether Defendants' conduct was false, misleading, or reasonably likely to deceive ordinary consumers;

g. Whether Class members have been injured by Defendants' conduct;

h. Whether Class members suffered an ascertainable loss as a result of Defendants' Misrepresentations; and

i. Whether Class members are entitled to damages, restitution, injunctive relief, and/or monetary relief and, if so, the amount and nature of such relief.

33. Plaintiff Alamilla, and members of the California Subclass have questions of fact and common law to them that predominate over any questions affecting only individual members of the California Subclass. These common questions include:

a. Whether Defendants violated California Civil Code §§ 1750, *et seq.*;

b. Whether Defendants violated California Business & Professions Code §§ 17200, *et seq.*;

c. Whether Defendants violated California Business & Professions Code § 17500; and

d. The appropriate measure of damages to be received by Plaintiff and the California Subclass.

34. The claims of the named Plaintiff are typical of the claims of the Class in that Plaintiff (a) was exposed to Defendants' false and misleading packaging, marketing, and promotion of the Juice Products; (b) relied on Defendants' Misrepresentations; and (c) suffered a loss as a result of his purchase. Each Class member was subjected to the same conduct, was harmed in the same way, and has claims for relief under the same legal theories.

35. Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the Class members he seeks to represent, he has retained competent counsel experienced in prosecuting class actions, and he intends to prosecute this action vigorously. The interests of Class members will be fairly and adequately protected by Plaintiff and his counsel.

36. The class mechanism is superior to other available means for the fair and efficient adjudication of the claims of the Class members. Each individual Class member may lack the resources to undergo the burden and expense of individual prosecution of the complex and extensive litigation necessary to establish Defendants' liability. Individualized litigation increases the delay and expense to all parties and multiplies the burden on the judicial system presented by the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court on the issue of Defendants' liability. Class treatment of the liability issues will ensure that all claims and claimants are before this Court for consistent adjudication of the liability issues.

COUNT I
Violation Of The Magnuson-Moss Warranty Act ("MMWA"),
15 U.S.C. §§ 2301, *et seq.*

37. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set forth herein.

38. Plaintiff brings this claim individually and on behalf of the members of the Class against all Defendants.

39. The Juice Products are consumer products as defined in 15 U.S.C. § 2301(1).

40. Plaintiff and Class members are consumers as defined in 15 U.S.C. § 2301(3).

41. Defendants are suppliers and warrantors as defined in 15 U.S.C. §§ 2301(4) and (5).

42. In connection with the sale of the Juice Products, Defendants issued written warranties as defined in 15 U.S.C. § 2301(6), by making express warranties that the Juice Products were: (i) "100% Raw," (ii) "Unpasteurized," and (iii) "Raw and Organic."

43. In fact, the Juice Products do not conform to the Express Warranties because each of the Express Warranties is false and misleading in that the Juice Products are subjected to HPP, thus rendering them pasteurized and not raw in contradiction to the representations and warrantied on the product packaging.

44. By reason of Defendants' breach of these Express Warranties, Defendants violated the statutory rights due Plaintiff and Class members pursuant to the MMWA, thereby damaging Plaintiff and Class members. 15 U.S.C. §§ 2301, *et seq*.

45. Plaintiff and Class members were injured as a direct and proximate result of Defendants' breach because (a) they would not have purchased the Juice Products if they had known that the products were in fact, neither 100% Raw nor unpasteurized; (b) they paid a price premium for the Juice Products based on Defendants' Express Warranties; and (c) the Juice Products did not have the characteristics, uses, or benefits as promised.

46. Pursuant to 15 U.S.C. § 2310(d)(1), Plaintiff and the Class are entitled to recover the damages caused to them by Defendants' breaches of written and implied warranties, which either constitute the full purchase price of the Juice Products or the difference in value between the Juice Products as warranted and the Juice Products as sold. In addition, pursuant to 15 U.S.C. § 2310(d)(2), Plaintiff and the Class are entitled to recover a sum equal to the aggregate amount of costs and expenses (including attorneys' fees based on actual time expended) determined by the Court to have been reasonably incurred by Plaintiff and the Class in connection with the commencement and prosecution of this action.

COUNT II
Breach Of Express Warranty

47. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set forth herein.

48. Plaintiff brings this claim individually and on behalf of the members of the Class against all Defendants.

49. In connection with the sale of the Juice Products, Defendants issued written Express Warranties. Defendants, as the designers, manufacturers, marketers, distributors, and/or sellers

expressly warranted that the Juice Products were fit for their intended purpose as unpasteurized, raw juices by making the Express Warranties to Plaintiff and the Class.

50. Defendants' Express Warranties, their affirmations of fact and promises made to Plaintiff and the Class regarding the Juice Products, and their descriptions of the Juice Products contained in advertisement and on product labeling and product packaging became part of the basis of the bargain between Defendants and Plaintiff and the Class, thereby creating express warranties that the Juice Products would conform to those affirmations of fact, representations, promises, and descriptions.

51. The Juice Products are not in fact (a) "100% Raw," (b) "Unpasteurized," and (c) "Raw And Organic" because the products undergo HPP, rendering them neither raw nor unpasteurized.

52. Plaintiff and members of the Class were injured as a direct and proximate result of Defendants' breach because (a) they would not have purchased the Juice Products if they had known that the products were in fact, neither 100% Raw nor unpasteurized; (b) they paid a price premium for the Juice Products based on Defendants' Express Warranties; and (c) the Juice Products did not have the characteristics, uses, or benefits as promised. As a result, Plaintiff and the Class members have been damaged either in the full amount of the purchase prices of the Juice Products or in the difference in value between the Juice Products as warranted and the Juice Products as actually sold.

COUNT III
Breach Of The Implied Warranty Of Merchantability

53. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth herein.

54. Plaintiff brings this claim individually and on behalf of the members of the Class against all Defendants.

55. Defendants are and were at all relevant times "merchants" within the meaning of the Uniform Commercial Code ("UCC"). Defendants manufactured, distributed, and marketed the Juice Products, which are "goods" within the meaning of the UCC. Consequently, Defendants

impliedly warranted that the Juice Products were merchantable, including that they could pass without objection in the trade under the contract description, that they were fit for the ordinary purposes for which such goods are used, that they were of fair average quality within the description, that they were adequately labeled, and that they would conform to the promises or affirmations of fact made on their container or labels. However, each of these implied warranties was false with respect to the goods of the kind sold to Plaintiff and members of the Class and Subclass.

56. In reliance upon Defendants' skill and judgment and the implied warranties of fitness for the purpose, Plaintiff and Class members purchased the Juice Products for the purpose of consuming juices that were raw and unpasteurized.

57. The Juice Products were not altered by Plaintiff or Class members.

58. The Juice Products were defective when they left the exclusive control of Defendants.

59. Defendants knew the Juice Products would be purchased and consumed by Plaintiff and Class members without additional testing for nutritional value. The Juice Products were unfit for their intended purpose, and Plaintiff and Class members did not receive the goods as warranted.

60. More specifically, Defendants breached their implied warranty of merchantability to Plaintiff and the Class because the Juice Products would not pass without objection in the trade because they were incapable of performing the functions they were intended to perform. They are not "100% raw" and "Unpasteurized," and do not have the benefits of the live enzymes, vitamins, and nutrients that are present in unpasteurized raw juices.

61. As a direct and proximate cause of Defendants' breach of the implied warranty, Plaintiff and Class members were injured because (a) they would not have purchased the Juice Products if they had known that the products were in fact, neither 100% Raw nor unpasteurized; (b) they paid a price premium for the Juice Products based on Defendants' Express Warranties; and (c) the Juice Products did not have the characteristics, uses, or benefits as promised. As a result, Plaintiff and the Class members have been damaged either in the full amount of the purchase prices

of the Juice Products or in the difference in value between the Juice Products as warranted and the Juice Products as actually sold.

COUNT IV
Unjust Enrichment / Common Law Restitution

62. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth herein

63. Plaintiff brings this claim individually and on behalf of the members of the Class against all Defendants.

64. Plaintiff and Class members conferred benefits on Defendants by purchasing the Juice Products.

65. Defendants have been unjustly enriched in retaining the revenues derived from Plaintiff's and Class members' purchases of the Juice Products. Retention of those monies under these circumstances is unjust and inequitable because of Defendants' Misrepresentations about the Juice Products, which caused injuries to Plaintiff and Class members because they would not have purchased the Juice Products if the true facts had been known.

66. Because Defendants' retention of the non-gratuitous benefits conferred on them by Plaintiff and Class members is unjust and inequitable, Defendants must pay restitution to Plaintiff and the Class members for their unjust enrichment, as ordered by the Court.

COUNT V
Violation Of California's Consumers Legal Remedies Act ("CLRA"),
California Civil Code §§ 1750, *et seq.*
(Injunctive Relief Only)

67. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set forth herein.

68. Plaintiff Alamilla brings this claim individually and on behalf of the members of the California Subclass against all Defendants.

69. In violation of Cal. Civ. Code §§ 1750, *et seq.*, Defendants have engaged in unfair and deceptive acts and practices in the course of transactions with Plaintiff Alamilla and the California Subclass. Such transactions were intended to and did result in the sales of goods to Plaintiff and the California Subclass. Plaintiff and the California Subclass are "consumers" as that

term is used in the CLRA because they sought or acquired Defendants' goods or services for personal, family, or household purposes.

70. Cal. Civ. Code § 1770(a)(5) prohibits "[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or she does not have." Defendants violated this provision by making the Misrepresentations.

71. Cal. Civ. Code § 1770(a)(7) prohibits "[r]epresenting that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or mode, if they are of another." Defendants violated this provision by making the Misrepresentations.

72. Cal. Civ. Code § 1770(a)(9) prohibits "advertising goods or services with intent not to sell them as advertised." Defendants violated this provision by making the Misrepresentations.

73. Plaintiff and members of the California Subclass were injured as a direct and proximate result of Defendants' CLRA violations because (a) they would not have purchased the Juice Products if they had known that the products were in fact, neither 100% Raw nor unpasteurized; (b) they paid a price premium for the Juice Products based on Defendants' Misrepresentations; and (c) the Juice Products did not have the characteristics, uses, or benefits as promised. As a result, Plaintiff and the California Subclass have been damaged either in the full amount of the purchase prices of the Juice Products or in the difference in value between the Juice Products as warranted and the Juice Products as actually sold.

74. Plaintiff and members of the California Subclass request injunctive relief enjoining Defendants from engaging in further deceptive acts and practices in relation to the advertising, promotion, and sale of the Juice Products as well as ordering that Defendants conduct corrective advertising.

75. Prior to filing this Complaint, notice letters were served on Defendants Hain Celestial, BluePrintWholeSale LLC, and ZSBPW LLC which complied in all respects with Cal. Civ. Code § 1782(a). Plaintiff, by and through his counsel, sent each Defendant a letter via certified mail, return receipt requested, advising them that they were in violation of the CLRA and

that they must correct, repair, replace, or otherwise rectify the goods alleged to be in violation of § 1770.

76. Wherefore, Plaintiff presently seeks only injunctive relief for these violations of the CLRA. However, in the event that the requested relief is not provided, Plaintiff will amend this Complaint to include a request for monetary damages pursuant to the timeframe set forth in the CLRA.

COUNT VI
Violation Of California's Unfair Competition Law ("UCL"), California Business & Professions Code §§ 17200, *et seq.*

77. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth herein.

78. Plaintiff Alamilla brings this claim individually and on behalf of the members of the California Subclass against all Defendants.

79. Defendants are subject to the Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 1200, *et seq*. The UCL provides, in pertinent part: "Unfair competition shall mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising . . . ."

80. In connection with the sale of Defendants' Juice Products, Defendants warranted that their products were "Unpasteurized" and "100% Raw." Defendants' Juice Products are neither unpasteurized nor raw, as they undergo a treatment process known as HPP which neutralizes the benefits of the live enzymes, vitamins, and nutrients that would otherwise be retained in an unpasteurized juice.

81. Defendants' conduct, described herein, violated the "unlawful" prong of the UCL by violating the MMWA, the CLRA, and the FAL.

82. Defendants' conduct, described herein, violated the "unfair" prong of the UCL by violating the policy or spirit of the MMWA, the CLRA, and the FAL.

83. Defendants' conduct, described herein, violated the "fraudulent" prong of the UCL by making the Misrepresentations.

84. Plaintiff and members of the California Subclass were injured as a direct and proximate result of Defendants' UCL violations because: (a) they would not have purchased the Juice Products if they had known that the products were in fact, neither 100% Raw nor unpasteurized; (b) they paid a price premium for the Juice Products based on Defendants' Misrepresentations; and (c) the Juice Products did not have the characteristics, uses, or benefits as promised. As a result, Plaintiff and the California Subclass have been damaged either in the full amount of the purchase prices of the Juice Products or in the difference in value between the Juice Products as warranted and the Juice Products as actually sold.

COUNT VII
Violation Of California's False Advertising Law ("FAL"),
Calif. Business & Professions Code §§ 17500, *et seq.*

85. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth herein.

86. Plaintiff Alamilla brings this claim individually and on behalf of the members of the California Subclass against all Defendants.

87. California's False Advertising Law, Bus. & Prof. Code §§ 17500, *et seq.*, makes it "unlawful for any person to make or disseminate or cause to be made or disseminated before the public in this state, . . . in any advertising device . . . or in any other manner or means whatever, including over the Internet, any statement, concerning . . . personal property or services, professional or otherwise, or performance or disposition thereof, which is untrue or misleading and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading."

88. Defendants committed acts of false advertising, as defined by § 17500, by making the Misrepresentations described herein.

89. Defendants knew or should have known, through the exercise of reasonable care, that the Misrepresentations were untrue and misleading.

90. Defendants' actions in violation of § 17500 were false and misleading such that the general public is and was likely to be deceived.

91. Plaintiff and the California Subclass members lost money or property as a direct and proximate result of Defendants' FAL violations because: (a) they would not have purchased the Juice Products if they had known that the products were in fact, neither 100% Raw nor unpasteurized; (b) they paid a price premium for the Juice Products based on Defendants' Misrepresentations; and (c) the Juice Products did not have the characteristics, uses, or benefits as promised. As a result, the Plaintiff and the California Subclass have been damaged either in the full amount of the purchase prices of the Juice Products or in the difference in value between the Juice Products as warranted and the Juice Products as actually sold.

PRAYER FOR RELIEF

92. WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, seeks judgment against Defendants as follows:

a. For an order certifying the nationwide Class and the California Subclass under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiff as the representative of the Class and California Subclass and Plaintiff's attorneys as Class Counsel;

b. For an order declaring that Defendants' conduct violates the statues reference herein;

c. For an order finding in favor of Plaintiff, the nationwide Class, and the California Subclass on all counts asserted herein;

d. For compensatory and punitive damages in amounts to be determined by the Court and/or jury;

e. For prejudgment interest on all amounts awarded;

f. For an order of restitution and all other forms of equitable monetary relief;

g. For injunctive relief as pleaded or as the Court may deem proper;

h. For an order awarding Plaintiff and the Class their reasonable attorneys' fees, and expenses;

i. Damages, restitution, and/or disgorgement in an amount to be determined at trial; and

j. For such other and further relief as the Court may deem proper.

JURY DEMAND

Plaintiff demands a trial by jury on all causes of action and issues so triable.

Dated: December 3, 2013

Respectfully submitted,

BURSOR & FISHER, P.A.

By: *_/s/ L. Timothy Fisher_*
L. Timothy Fisher

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Attorneys for Plaintiff

I, Samuel Alamilla, declare as follows:

1. I am a plaintiff in this action and a citizen of the State of California. I have personal knowledge of the facts stated herein and, if called as a witness, I could and would testify competently thereto.

2. The complaint filed in this action is filed in the proper place for trial under California Civil Code Section 1780(d) in that Defendants conduct a substantial amount of business in this District.

3. While living in California, I purchased BluePrint juice for personal consumer use. I read the label for BluePrint juice, and purchased it in reliance on the claims that BluePrint was "raw," "unpasteurized," and "cold-pressed." The representations on the label were substantial factors influencing my decision to purchase BluePrint juice. I would not have purchased BluePrint juice had I known that it is not, in fact, raw, unpasteurized, or cold-pressed.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct, executed on November 20, 2013 at Santa Rosa, California.

SAMUEL ALAMILLA